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SUITE 1100  
WASHINGTON, D.C. 20006  
(202) 728-1010

2016 DEC -2 PM 2:07

DIRECT: 202-496-3468

MUR # 7204

December 2, 2016

Lisa J. Stevenson  
Acting General Counsel  
Federal Election Commission  
999 E Street NW  
Washington, D.C. 20463

DEPARTMENT OF COMMERCE

2016 DEC -2 PM 3:34

RECEIVED  
FEDERAL ELECTION  
COMMISSION

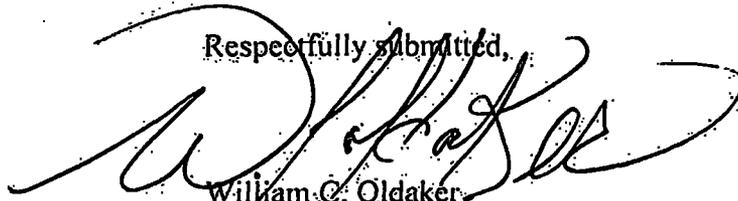
Subject: Complaint filed by Jeremy Gold, President, The Gold Standard

Dear Ms. Stevenson:

Enclosed is a complaint that is hereby filed today with the Federal Election Commission against Foster Campbell, Democratic Candidate for U.S. Senate, Louisiana and Foster Campbell for the US Senate, his principal campaign committee for the 2016 election cycle.

You will note that it is duly sworn to and notarized, and is otherwise in compliance with the form requirements of U.S.C. § 30109 and 11 CFR 111.4. The complaint also includes two attachments consisting of seventeen total pages.

Respectfully submitted,



William C. Oldaker  
Counsel to Complainant

Enclosures (Original plus 3 copies)

**BEFORE THE FEDERAL ELECTION COMMISSION**

**In the Matter of**

**Jeremy Gold, President  
The Gold Standard LLC**

**v.**

**Foster Campbell, Democratic Candidate for  
U.S. Senate, Louisiana and  
Foster Campbell for the US Senate,  
Ron Roberts.  
Treasurer**

MUR

7204

**COMPLAINT**

1. This Complaint is filed by the undersigned Complainant, Jeremy Gold, who is President of The Gold Standard LLC. It is filed with the Federal Election Commission ("FEC") pursuant to 52 U.S.C. § 30109 and 11 C.F.R. § 111.4. The complaint is sworn to and signed by the Complainant, in the presence of a notary public, and is notarized. See below.

2. Complainant's address is: The Gold Standard LLC  
5605 Huntington Parkway  
Bethesda, Maryland 20814-1132  
  
(Previously: 426 C Street NE,  
Washington, DC 20002)

3. The Complaint is filed against Foster Campbell whose address is P.O. Box 44411, Shreveport, Louisiana, 71134. Mr. Campbell is a candidate in the 2016 general election for the Louisiana United States Senate seat. The Complaint is also filed against

his principal campaign committee for the 2016 election cycle: Foster Campbell for the US Senate, Ron Roberts, Treasurer. FEC ID C00611988.

4. Complainant alleges multiple violations of 52 U.S. Code § 30104(b)(8) by Foster Campbell and his campaign committee, Foster Campbell for the US Senate. The Complainant alleges that Foster Campbell and Foster Campbell for the US Senate are underreporting monthly debt owed by the campaign committee to the Gold Standard LLC.

5. Complainant and Foster Campbell, on behalf of the campaign committee, signed a binding contract on April 1, 2016. Per the terms of the contract, the agreement commenced on April 15, 2016 and continues through December 15, 2016 unless terminated earlier. Termination may occur at the discretion of either party, with or without cause, upon 30 days prior written notice to the other. See Attachment A. Neither party provided written notice to cancel the contract 30 days before December 15, 2016.

6. Complainant and Foster Campbell, on behalf of the campaign committee, agreed through binding contract that compensation for services would be paid by the campaign committee at the rate of \$5,500 per month for April and May 2016, and \$7,500 per month for June – December, 2016.

7. The Complainant has not been paid by the Campbell for the US Senate campaign committee for the months of July, August, September, October, November, and

December 2016. Further, payment to the Complainant for the month of June was \$2,500 below the agreed upon compensation rate pursuant to binding contract.

8. The Complainant alleges the Foster Campbell for the US Senate campaign committee's Amended October Quarterly Report of Receipts and Disbursements underreports the debt owed to The Gold Standard. The amended report lists debt owed to The Gold Standard as \$5,500 for the months of July, August, and September 2016. See Attachment B. Further, it does not report the \$2,500 debt owed to The Gold Standard for underpayment for the month of June, 2016.

9. The Complainant alleges the Foster Campbell for the US Senate campaign committee is violating 52 U.S. Code § 30104(b)(8) by underreporting its debt and seeks FEC investigation into this matter to ensure Foster Campbell and the Foster Campbell for the US Senate campaign accurately reports the entire debt owed to The Gold Standard.

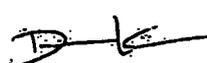
(Attachments A & B)

COMPLAINANT:

12/1/16  
Date

  
Jeremy Gold, President  
The Gold Standard LLC

Sworn to and subscribed before me on this 1<sup>st</sup> day of December, 2016.

 12/1/16  
DAVID KIM  
NOTARY PUBLIC  
MONTGOMERY COUNTY  
MARYLAND  
MY COMMISSION EXPIRES MAY 1, 2019

# Attachment A

6142614440081

CONSULTING AGREEMENT

AGREEMENT between The Gold Standard LLC (the "Consultant") and Foster Campbell for the US Senate (the "Committee") on April 1, 2016.

WITNESSETH:

WHEREAS, Committee desires to avail itself of the expertise and consulting services of Consultant and Consultant desires to make its expertise and consulting services available to Committee upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the agreements herein contained, the parties hereto agree as follows:

1. CONSULTING SERVICES. Consultant hereby agrees to perform the following consulting services during the term of this Agreement:

- a. Develop and execute a national finance strategy for the 2016 election cycle.
- b. Conduct and oversee fundraising operations with the national donor community, Washington DC PAC Community, and network of supporters.
- c. Perform such other services as mutually agreed by Committee and Consultant.

Consultant agrees to use best efforts during the performance of such consulting services to promote the interests of Committee and to devote to the business and affairs of Committee during the term of this Agreement such portion of Consultant's time and energies as is necessary to perform such consulting services.

Except as otherwise approved in advance and in writing by Committee, all consulting services to be provided pursuant to this Agreement, as set forth in Section 1 hereof, shall be performed on behalf of Consultant by the following individual(s): Jeremy S. Gold.

2. TERM OF AGREEMENT. This agreement shall commence on April 15, 2016 and continue through December 15, 2016 unless terminated earlier. Termination may occur at the discretion of either party, with or without cause, upon 30 days prior written notice to the other.

3. COMPENSATION.

(a) Compensation. Starting with the date of this document the Committee shall pay the Consultant at the rate of \$5,500 per month for April and May 2016, and \$7,500 per month for June – December, 2016 for the services rendered under this Agreement. Upon victory in the 2016 Louisiana Senate Race, a payment of \$7,500 will be made to the Consultant by the Committee. Payment for services shall be due promptly upon the Fifteenth of every month for the prior month's services, or upon invoice from the Consultant. The agreement may be terminated by either party with or without cause by providing the other party with thirty (30) day prior written notice. The committee shall be liable only for payments for services due, and expenses and costs incurred, prior to the effective date of termination.

The amount of compensation and schedule for payment may be adjusted by mutual agreement of the parties as evidenced by a written addendum to this Agreement.

(b) Reimbursement of Expenses. Consultant shall be entitled to reimbursement of pre-approved reasonable out-of-pocket expenses reasonably incurred in carrying out its duties under this Agreement. In order to receive reimbursement, however, any claim for reimbursement of expenses shall be supported by any receipts and other documentation required by Committee. Reasonable expenses include postage, copying, printing, reasonable hotel rates for standard lodging (not deluxe), coach air fare, long distance telephone charges, taxi fare, overnight mail and other delivery service charges, parking, and train travel. Event expenses shall be handled on a separate case-by-case basis with pre-approval of each event budget and costs. Consultant shall not under any circumstances be reimbursed for charges such as limousine service, movie rentals, health club fees, personal services, bar charges, entertainment charges, or other such expenses. Consultant shall obtain pre-approval for expenses, but shall not have to obtain pre-approval for each such expenditure if Consultant receives approval for that category of expenditure, except that any single expenditure exceeding \$200 must be specifically approved in advance by Committee. This subsection regarding reimbursement policy is subject to the guidelines of the Committee regarding travel and related expenditures, as shall be amended by the Committee from time to time, which are incorporated herein by reference. Payment for expenses shall be due promptly upon receipt of an invoice from Consultant for the prior month's expenses.

(c) If any amount paid to Consultant, either for consulting services or for reimbursement of expenses, is determined at any time as unreasonable or premised on a false, fictitious or fraudulent representation by Consultant, or by another with Consultant's knowledge or at Consultant's urging, Committee is entitled to repayment of such amount from Consultant and may offset such amount against future payments that may be due to Consultant. Consultant agrees that no part of the compensation or any reimbursement payment received pursuant to this Agreement shall be paid to any employee, consultant or other person retained or engaged by Committee. Consultant shall receive no payment or anything of value from a vendor or consultant recommended to Committee by Consultant, or who provides goods or services to Consultant in connection with goods or services Consultant provides to Committee.

#### 4. COORDINATION.

(a) Coordination. Consultant shall coordinate all activities as instructed with permanent staff or other designee(s) of the Committee.

(b) Press. Consultant agrees that Consultant is not, directly or indirectly, at any time during the term of this Agreement, and without regard to when or for what reason this Agreement shall terminate, authorized without the prior approval of Committee, to communicate with any member of the press, including representations of both print and electronic media, regarding any aspect of this Agreement, the services performed by Consultant under this Agreement, or any knowledge or information relating to the business of Committee obtained as a result of the services performed by Consultant under this Agreement, without the express prior approval of Committee. Consultant shall refer promptly all queries from the press, in whatever form or circumstances they are made, to an individual designated by the Committee.

#### 5. CONFIDENTIALITY.

(a) Consultant agrees that Consultant will not, directly or indirectly, at any time during the term of this Agreement or thereafter, and without regard to when or for what reason this Agreement shall terminate, divulge, furnish, make accessible, or permit the disclosure to anyone (other than Committee or

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other persons employed or designated by Committee) any knowledge or information of any type whatsoever acquired by Consultant in the course of the consultancy, including (but not limited to) knowledge or information relating to the business or activities of the Committee, including business and activities relating to the services rendered under this Agreement, whether disclosed orally or visually to Consultant and whether stored on any tangible medium or memorialized by Consultant ("Confidential Information").

(b) The term Confidential Information includes all originals, recorded and unrecorded copies of such Confidential Information, as well as information derived therefrom and portions thereof. Such Confidential Information also includes, but is not limited to, all written or audio materials obtained, generated, produced or otherwise acquired during the course of the consultancy, including (but not limited to) any notes, charts, lists, computer files, electronic mail messages, phone logs or other memoranda, whether handwritten, typed, or otherwise created. Information shall be Confidential Information even if no legal protection has been obtained or sought for such information under applicable laws and whether or not Consultant has been notified that such information is Confidential Information.

(c) Consultant shall not be liable for disclosure of Confidential Information if such disclosure is pursuant to judicial or other legal or administration actions or other lawfully compelled disclosure, provided that the Consultant notifies Committee, by registered mail, of the need for such disclosure within five (5) days after such need becomes known and gives Committee a reasonable opportunity to contest such disclosure.

(d) Consultant understands and agrees that all lists, reports, data, information and other works produced by Consultant within the scope of the engagement, and any copies thereof created while performing services in the course of the engagement, shall be the sole property of Committee and that Consultant shall have no title or rights therein.

(e) Upon termination of this Agreement for whatever reason or upon breach of any of the obligations set forth in this Agreement, Consultant shall return all Confidential Information (as defined above) to Committee, regardless of the form in which it appears or is stored (including information stored on tapes, computer discs, compact discs or other media).

(f) The obligations set forth in this paragraph shall survive indefinitely the termination of this Agreement.

## 6. WRITTEN SOLICITATIONS.

(a) Consultant agrees that it will not include the Committee's name or the name of a federal candidate or officeholder on any written solicitation materials, including but not limited to invitations, advertisements, and solicitations, unless the material is soliciting only funds permissible under federal law.

(b) Consultant shall provide Committee the opportunity to review all written solicitation materials, including but not limited to invitations, advertisements, and solicitations. Consultant agrees that Committee maintains final decision-making authority over the content of these written materials.

7. ASSISTANCE WITH GOVERNMENT INQUIRY. Consultant agrees to provide, in a timely manner, all documents and services, including personal services, necessary to assist the Committee in connection with any audit, inquiry or investigation of the Committee by the Federal Election Commission or by any other government agency or in connection with any matter relating to compliance

1881044444









# FEC FORM 3

## REPORT OF RECEIPTS AND DISBURSEMENTS For An Authorized Committee

RECEIVED  
SECRETARY OF THE SENATE  
PUBLIC RECORDS  
16 OCT 27 PM 12:07  
Office Use Only

1. NAME OF COMMITTEE (in full)

TYPE OR PRINT

Example: If typing, type over the lines.

12FE4M5

Foster Campbell for US Senate

PO Box 44411

ADDRESS (number and street)

Check if different than previously reported. (ACC)

Shreveport

LA

71134

2. FEC IDENTIFICATION NUMBER

CITY

STATE

ZIP CODE

STATE DISTRICT

C C00611988

3. IS THIS REPORT

NEW (N)

OR

AMENDED (A)

LA

4. TYPE OF REPORT (Choose One)

(a) Quarterly Reports:

April 15 Quarterly Report (Q1)

July 15 Quarterly Report (Q2)

October 15 Quarterly Report (Q3)

January 31 Year-End Report (YE)

Termination Report (TER)

(b) 12-Day PRE-Election Report for the:

Primary (12P)

General (12G)

Runoff (12R)

Convention (12C)

Special (12S)

Election on

In the State of

(c) 30-Day POST-Election Report for the:

General (30G)

Runoff (30R)

Special (30S)

Election on

In the State of

5. Covering Period

07

03

2016

through

09

30

2016

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer

Asst. Title: Steve

Signature of Treasurer

Date

10

26

2016

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the Penalties of 2 U.S.C. 437c.

Office Use Only

FEC FORM 3  
(Revised 02/2003)

201510230200624964



**DETAILED SUMMARY PAGE  
of Receipts**

FEC Form 3 (Revised 12/2003)

PAGE 3 / 225

Write or Type Committee Name

Foster Campbell for US Senate

Report Covering the Period: From:

07

03

2016

To:

09

30

2016

**I. RECEIPTS**

**COLUMN A  
Total This Period**

**COLUMN B  
Election Cycle-to-Date**

**11. Contributions (other than loans) FROM:**

**(a) Individuals/Persons Other Than Political Committees**

(i) Itemized (use Schedule A)

319235.64

769569.14

(ii) Unitemized

21703.21

36937.36

(iii) TOTAL of contributions from individuals

340938.85

806506.50

(b) Political Party Committees

0.00

0.00

(c) Other Political Committees (such as PACs)

37167.40

70567.40

(d) The Candidate

0.00

0.00

(e) TOTAL CONTRIBUTIONS (other than loans) (add lines 11(a)(iii), (b), (c), and (d))

378106.25

877073.90

**12. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES**

0.00

0.00

**13. LOANS:**

(a) Made or Guaranteed by the Candidate

0.00

0.00

(b) All Other Loans

250000.00

750000.00

(c) TOTAL LOANS (add Lines 13(a) and (b))

250000.00

750000.00

**14. OFFSETS TO OPERATING EXPENDITURES (Refunds, Rebates, etc.)**

906.72

906.72

**15. OTHER RECEIPTS (Dividends, Interest, etc.)**

0.00

0.00

**16. TOTAL RECEIPTS (add Lines 11(e), 12, 13(c), 14, and 15) (Carry Total to Line 24, page 4)**

629012.97

1627980.52

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201610280200624966

**DETAILED SUMMARY PAGE**  
of Disbursements

FEC Form 3 (Revised 02/2003)

PAGE 4 / 225

II. DISBURSEMENTS	COLUMN A Total This Period	COLUMN B Election Cycle-to-Date
17. OPERATING EXPENDITURES _____	242778.79	372562.48
18. TRANSFERS TO OTHER AUTHORIZED COMMITTEES _____	0.00	0.00
19. LOAN REPAYMENTS:		
(a) Of Loans Made or Guaranteed by the Candidate _____	0.00	0.00
(b) Of All Other Loans _____	250000.00	250000.00
(c) TOTAL LOAN REPAYMENTS (add Lines 19(a) and (b)) _____	250000.00	250000.00
20. REFUNDS OF CONTRIBUTIONS TO:		
(a) Individuals/Persons Other Than Political Committees _____	15450.00	18350.00
(b) Political Party Committees _____	0.00	0.00
(c) Other Political Committees (such as PACs) _____	467.40	467.40
(d) TOTAL CONTRIBUTION REFUNDS (add Lines 20(a), (b), and (c)) _____	15917.40	18817.40
21. OTHER DISBURSEMENTS _____	0.00	0.00
22. TOTAL DISBURSEMENTS (add Lines 17, 18, 19(c), 20(d), and 21) _____	508696.19	641379.88

**III. CASH SUMMARY**

23. CASH ON HAND AT BEGINNING OF REPORTING PERIOD _____	868083.96
24. TOTAL RECEIPTS THIS PERIOD (from Line 16, page 3) _____	629012.97
25. SUBTOTAL (add Line 23 and Line 24) _____	1497096.93
26. TOTAL DISBURSEMENTS THIS PERIOD (from Line 22) _____	508696.19
27. CASH ON HAND AT CLOSE OF REPORTING PERIOD (subtract Line 26 from Line 25) _____	988400.74

201610280200624967

**FEC MISCELLANEOUS TEXT RELATED TO A REPORT, SCHEDULE OR ITEMIZATION**

Form/Schedule: F3A  
Transaction ID:

This amendment serves to add The Gold Standard debt to the FEC report.

CONFIDENTIAL

201610280200624968

**SCHEDULE D (FEC Form 3)**  
**DEBTS AND OBLIGATIONS**  
 Excluding Loans

(Use separate schedule(s) for each numbered line) **PAGE 223 / 225**  
 FOR LINE NUMBER:  9  10  
 (check only one)

NAME OF COMMITTEE (In Full)  
**Foster Campbell for US Senate**

Full Name (Last, First, Middle Initial) of Debtor or Creditor Morning Star Baptist Church	Nature of Debt (Purpose): Printing
Mailing Address 5340 Jewella Ave	
City State Zip Code Shreveport LA 71109-7430	

Outstanding Balance Beginning This Period 0.00	Transaction ID: VSE7H9H8AS0	
Amount Incurred This Period 222.60	Payment This Period 0.00	Outstanding Balance at Close of This Period 222.60

Full Name (Last, First, Middle Initial) of Debtor or Creditor The Gold Standard LLC	Nature of Debt (Purpose): Fundraising Consulting
Mailing Address 5605 Huntington Pkwy	
City State Zip Code Bethesda MD 20814-1132	

Outstanding Balance Beginning This Period 5500.00	Transaction ID: VSE7H9H8EA1	
Amount Incurred This Period 0.00	Payment This Period 0.00	Outstanding Balance at Close of This Period 5500.00

Full Name (Last, First, Middle Initial) of Debtor or Creditor The Gold Standard LLC	Nature of Debt (Purpose): Fundraising Consulting
Mailing Address 5605 Huntington Pkwy	
City State Zip Code Bethesda MD 20814-1132	

Outstanding Balance Beginning This Period 0.00	Transaction ID: VSE7H9H8E93	
Amount Incurred This Period 5500.00	Payment This Period 0.00	Outstanding Balance at Close of This Period 5500.00

1) SUBTOTALS This Period This Page (optional)	11222.60
2) TOTALS This Period (last page this line number only)	
3) TOTAL OUTSTANDING LOANS from Schedule C (last page only)	500000.00
4) ADD 2) and 3) and carry forward to appropriate line of Summary Page (last page only)	524679.62

CONFIDENTIAL

201510280200624969



**SCHEDULE D (FEC Form 3)**  
**DEBTS AND OBLIGATIONS**  
 Excluding Loans

(Use separate schedule(s) for each numbered line) PAGE 225 / 225  
 FOR LINE NUMBER:  9  10  
 (check only one)

NAME OF COMMITTEE (In Full)  
**Foster Campbell for US Senate**

Full Name (Last, First, Middle Initial) of Debtor or Creditor The Gold Standard LLC	Nature of Debt (Purpose): Fundraising Consulting
Mailing Address 5605 Huntington Pkwy	
City State Bethesda MD Zip Code 20814-1132	

Outstanding Balance Beginning This Period 0.00	Transaction ID: VSE7H9H8EB9
Amount Incurred This Period 5500.00	Payment This Period 0.00
Outstanding Balance at Close of This Period 5500.00	

Full Name (Last, First, Middle Initial) of Debtor or Creditor	Nature of Debt (Purpose):
Mailing Address	
City State Zip Code	

Outstanding Balance Beginning This Period	Transaction ID:
Amount Incurred This Period	Payment This Period
Outstanding Balance at Close of This Period 0.00	

Full Name (Last, First, Middle Initial) of Debtor or Creditor	Nature of Debt (Purpose):
Mailing Address	
City State Zip Code	

Outstanding Balance Beginning This Period	Transaction ID:
Amount Incurred This Period	Payment This Period
Outstanding Balance at Close of This Period 0.00	

1) SUBTOTALS This Period This Page (optional)	5500.00
2) TOTALS This Period (last page this line number only)	24679.62
3) TOTAL OUTSTANDING LOANS from Schedule C (last page only)	500000.00
4) ADD 2) and 3) and carry forward to appropriate line of Summary Page (last page only)	524679.62

1-0106022000-1  
 2018-02-28 00:06:24 971

Faxed  
or  
Hand Delivered

NONUNANIMOUS

2016 10 28 02 00 62 49 72

JULIE E. ADAMS  
SECRETARY

DANA E. MACCALLUM  
SUPERINTENDENT

HART SENATE OFFICE BUILDING  
SUITE 232

WASHINGTON, DC 20510-7116

PHONE (202) 224-0322

# United States Senate

OFFICE OF THE SECRETARY

OFFICE OF PUBLIC RECORDS

THE PRECEDING DOCUMENT WAS:

HAND DELIVERED 10-27-16  
Date of Receipt

USPS FIRST CLASS MAIL \_\_\_\_\_  
Date of Receipt Postmark

USPS REGISTERED/CERTIFIED \_\_\_\_\_  
Postmark

USPS PRIORITY MAIL \_\_\_\_\_  
Postmark

DELIVERY CONFIRMATION OR SIGNATURE CONFIRMATION LABEL

USPS EXPRESS MAIL \_\_\_\_\_  
Postmark

OVERNIGHT DELIVERY SERVICE:

	SHIPPING DATE	NEXT BUSINESS DAY DELIVERY
FEDERAL EXPRESS	_____	<input type="checkbox"/>
UPS	_____	<input type="checkbox"/>
DHL	_____	<input type="checkbox"/>
AIRBORNE EXPRESS	_____	<input type="checkbox"/>

RECEIVED FROM FEDERAL ELECTION COMMISSION \_\_\_\_\_  
Date of Receipt

POSTMARK ILLEGIBLE  NO POSTMARK

FAX \_\_\_\_\_  
Date of Receipt

OTHER \_\_\_\_\_  
Date of Receipt or Postmark

PREPARER DH DATE PREPARED 10-27-16

4/04/16

201510280200624973

